

**FIRST AMENDMENT TO
MAINTENANCE SERVICES AGREEMENT
WITH GENERAL PUMP COMPANY, INC.**

This First Amendment to the Maintenance Services Agreement for is made and entered into as of June 12, 2023 ("Effective Date") by and between the City of Upland, a municipal corporation ("City") and General Pump Company, Inc, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein individually as a "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, the City and the Consultant have entered into an agreement, dated October 24, 2022, for the purpose of providing services for the rehabilitation of City Well 1A (the "Original Agreement").

B. WHEREAS, the Parties now desire to amend the Original Agreement in order to add additional services to the Original Agreement and to include additional funds for the performance of the services in accordance with the compensation provisions of the Original Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in this First Amendment and the Original Agreement, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Additional Services. The Services, as that term is defined in the Original Agreement, shall be amended to include additional services. The additional services are more particularly described in Exhibit "A-1", attached hereto and incorporated herein by this reference.

3. Compensation. The compensation for services performed pursuant to this First Amendment shall not exceed Thirty-Six Thousand Seven Hundred Twenty-Three Dollars (\$36,723.00), thereby increasing the total not-to-exceed compensation of the Original Agreement to the amount of One Hundred Eighty-Six Thousand Seven Hundred Twenty-Three Dollars (\$186,723.00). The additional services shall be performed at the rates set forth in Exhibit "A-1" of this First Amendment.

4. Full Force. Except as amended by this First Amendment, all provisions of the Original Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the Parties under this First Amendment.

5. Electronic Transmission. A manually signed copy of this First Amendment which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this First Amendment for all purposes. This First Amendment may be signed using an electronic signature.

6. Counterparts. This First Amendment may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
FIRST AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT
WITH GENERAL PUMP COMPANY, INC.**

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the Effective Date first herein above written.

CITY OF UPLAND
a California municipal corporation

CONTRACTOR
General Pump Company, Inc.
159 N Acacia St.
San Dimas, CA 91773




Michael Blay, City Manager

By: _____

Name: Michael Garcia

Title: Project Manager

Attest:



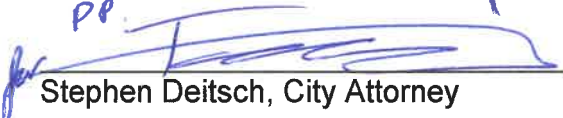
Keri Johnson, City Clerk

By: _____

Name: PETER BROOKS

Title: CEO

Approved As to Legal Form:



Stephen Deitsch, City Attorney

EXHIBIT A-1

ADDITIONAL SERVICES/SCHEDULE OF CHARGES

[ATTACHED]